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ATTORNEYS FOR CAREMARKPCS, LLC

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

1300 CAMPBELL, L.P.,

Debtor.

Chapter 11

Case No. 09-36300-sgj

**RESPONSE OF CAREMARKPCS, LLC TO MOTION OF GE COMMERCIAL
FINANCE BUSINESS PROPERTY CORPORATION FOR RELIEF FROM STAY
PURSUANT TO 11 U.S.C. §362(d)(1) AND (2)**

CaremarkPCS, LLC ("Tenant"), by and through its undersigned counsel, hereby files this response to the motion (the "Motion") of GE Commercial Finance Business Property Corporation ("GE Commercial") for relief from the automatic stay pursuant to 11 U.S.C. §362(d)(1) and (2), as follows:

1. The debtor, 1300 Campbell, L.P. (the "Debtor"), as landlord, and Tenant, as tenant, are parties to a Commercial Lease Agreement (the "Lease") dated July 14, 1998, relating to property located at 1300 East Campbell Road in Richardson, Texas (the "Property").

2. The Tenant continues to occupy the Property and is current on its obligations under the Lease, having paid rent for October and November 2009 to GE Commercial. The Tenant will continue to pay rent going forward to GE Commercial until directed otherwise by the Debtor or the Court.

3. Tenant is financially sound and desires to remain a tenant at the Property.

4. The Debtor and Tenant have negotiated, and are in the process of finalizing the documentation of, a First Amendment to Commercial Lease Agreement (the "Amendment"), which, under certain circumstances, will have the effect of extending the Lease through April 30, 2015, at a market rental rate.

5. It is Tenant's understanding that the Debtor will soon move for the entry of an order authorizing the Debtor to enter into the Amendment.

6. It is Tenant's belief that, once approved, the Amendment will result in rental income to the Debtor sufficient to maintain the Property and service the amount of any secured debt on the Property.

7. Upon information and belief, and for the reasons set forth in the Debtor's reply to the Motion, Tenant believes that GE Commercial's interest in the Property, if any, is adequately protected.

WHEREFORE, premises considered, the Tenant respectfully requests that this Court: (i) deny the Motion; and (ii) grant Tenant such further relief as is just and proper.

Dated: November 19, 2009

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Raymond J. Urbanik
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 19th day of November, 2009, he caused a true and correct copy of the foregoing pleading to be served electronically on all parties requesting service via the Court's ECF system, and by U.S. first class mail, postage prepaid, to the parties listed below.

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